

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release and the Settlement Agreement is made this 30th day of September 2009 by Deborah Nolan ("Plaintiff") and the City of Brighton, Colorado ("City").

WHEREAS, Plaintiff and the City desire to settle all claims asserted by Plaintiff in the civil action entitled *Deborah Nolan, Plaintiff, v. The City of Brighton, Colorado and Andrew Hadley, in his official and individual capacity, Defendants*, U.S. District Court, Case No. 09-CV-00836-WYD-MEH and to enter into various agreements relating to this civil action and the matters giving rise thereto, in accordance with the provisions and upon the terms and conditions hereinafter set forth.


IN CONSIDERATION of the promises and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties do hereby promise and agree as follows:

1. Plaintiff does hereby release, acquit, and forever discharge the City of Brighton, Colorado and Andrew Hadley and their principals, agents, employees, successors, servants, partners, heirs, executors, officers, directors, officials, attorneys, contractors, the Colorado Intergovernmental Risk Sharing Agency, and their insurers of and from any and all liabilities, claims, demands, rights, controversies, agreements, damages, actions, causes of action, penalties, expenses, attorney fees, costs, interest, compensation, taxes, judgments, and any and all consequential and punitive damages of whatsoever kind and nature, either in law or in equity, arising out of, and in any way related to an incident on July 2 and July 3, 2008 at or near the intersection of Third and Skeel, located within the City limits of Brighton and at and around the home of Plaintiff located at 300 South 3rd Ave., Brighton, Colorado involving the death of Plaintiff's dog, all matters set forth in the above-described lawsuit, and all matters in any way related to the above-described incident.
2. As further consideration, Plaintiff represents and agrees that there are no liens, assignments, or claims of any nature asserted by any person or entity through or on behalf of Plaintiff against the persons and entities herein released by her. Plaintiff agrees and understands that the persons and entities herein released by her are relying on the foregoing representation and that they reserve all claims against Plaintiff if Plaintiff has made any misrepresentation thereon.
3. The City of Brighton and Deborah Nolan agree to jointly sign a Certificate, in remembrance of her dog Molly, as a commitment on the part of Plaintiff to work with the City of Brighton to educate police officers in the handling of animals and to educate animal owners in the proper care of their animals, to protect the interests of the citizens of Brighton.
4. The City agrees to the following injunctive relief, in consultation with an expert on dog behavior, psychology, etc.:

- A. Conduct training for line officers in optimal animal control techniques; and
 - B. Equip patrol cars with animal control equipment and devices.
5. The City of Brighton agrees that police officers from other municipalities will be invited to attend the training sessions identified in the paragraph above.
 6. The City of Brighton agrees to donate \$500 to a 501(c)(3) animal charity of Plaintiff's choice.
 7. The parties agree that this Full and Final Release, and the terms thereof, shall be binding on their agents, attorneys, servants, principals, heirs, executors, administrators, successors, and assigns.
 8. Plaintiff acknowledges and understands that a portion of the consideration given for this Full and Final Release is being given for the full and final release of any and all unknown losses, claims, injuries, costs, expenses, attorney fees, penalties, interest, and damages which may have occurred in the past and are yet to be known or which may occur in the future and are not presently known, arising out from and related to the above-described incident. Plaintiff agrees to assume, voluntarily and knowingly, the risk of any mistake of fact, either mutual or unilateral, with respect to said losses, claims, injuries, costs, expenses, attorney fees, penalties, interest, and damages, and Plaintiff agrees that she will not, under any circumstances, seek to present further claims on behalf of herself or her agents, attorneys, servants, principals, heirs, executors, administrators, successors, assigns against the person and entities herein released. Plaintiff intends that this Full and Final Release shall be construed in the broadest possible manner in accordance with Plaintiff's express intention that all claims that have been brought or could have been brought in the above-described lawsuit and resulting from the above-described incident are hereby forever resolved.
 9. This settlement is a compromise of disputed claims. No party admits any liability to the other party. The parties agree that this settlement does not assign liability to the Brighton police.
 10. The parties agree and understand that as a term of this Full and Final Release each party is to pay their own costs, expenses, and attorney fees.
 11. The parties agree to a Consent Decree proposed to enforce the terms of the settlement agreement.
 12. Contemporaneously with the execution of this Full and Final Release, and as part consideration thereof, the parties agree that they will direct their attorneys to execute and cause to be filed with the United States District Court a Stipulation for Dismissal with

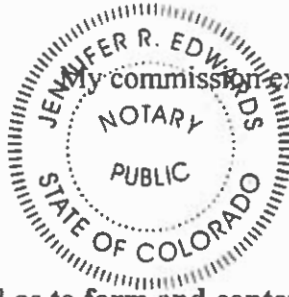
Prejudice of the lawsuit above-described, and that an Order for Dismissal with Prejudice will be entered by the Court.

13. The undersigned understand and agree that no promise, inducement, or agreement not herein expressed has been made to them or their attorneys; that this Full and Final Release and Settlement Agreement contains the entire terms of the agreement between the parties to settle their dispute; that the terms are contractual and not a mere recital; and that this document shall be interpreted under the laws of the State of Colorado.
14. The undersigned also declare that they have fully and carefully read the foregoing Full and Final Release and Settlement Agreement, understand the content thereof, and have signed the same as their own free act. The undersigned also declare that they have received any necessary advice and explanation from their attorneys, who approved of the execution of this Full and Final Release as signified by their signatures below.


Deborah Nolan

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

SUBSCRIBED AND SWORN TO before me this 30th day of September 2009 by Deborah Nolan.

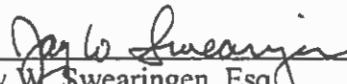


My commission expires: 5/28/2013



Notary Public

4465 Kipling St. Ste 108
Address Wheat Ridge, CO 80033

Approved as to form and content:


Jay W. Swearingen, Esq.
Jennifer Reba Edwards-Thomaidis, Esq.
The Animal Law Center, LLC
4465 Kipling Street, Suite 108
Wheat Ridge, CO 80033
Phone: 303-322-4355
Facsimile: 303-322-4354
Attorneys for Plaintiff Deborah Nolan

THE CITY OF BRIGHTON, COLORADO


By: Janice Pawlowski, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

SUBSCRIBED AND SWORN TO before me this 6th day of September 2009 by Janice Pawlowski, Mayor of the City of Brighton, Colorado.

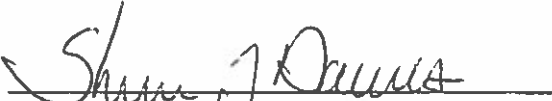
My commission expires:

My Commission Expires
03/03/2012


Notary Public

22 S. 4th Ave Brighton Colo
Address 80601

Approved as to form and content:


Steven J. Dawes

Light, Harrington & Dawes, P.C.
1512 Larimer Street, Suite 300
Denver, CO 80202

Tel.: (303) 298-1601

Fax: (303) 298-1627

E-mail: sdawes@lhdllaw.com

Attorney for Defendants the City of Brighton and Andrew Hadley

Certificate of Appreciation

Presented By
THE CITY OF BRIGHTON, COLORADO

Recognizing
DEBORAH NOLAN

This Certificate of Appreciation, having been signed by the City of Brighton and Deborah Nolan in remembrance of her dog Molly, stands as a commitment on the part of Deborah Nolan to work with the City of Brighton to educate police officers in the handling of animals and to educate animal owners in the proper care of their animals, to protect the interests of the citizens of Brighton.

Awarded this 19th day of October, 2009.

THE CITY OF BRIGHTON, COLORADO



City Manager

Deborah Nolan